

*This Instrument Prepared By, And After
Recording Should Be Returned To:*

Gail Livingston Mills, Esq.
Burr & Forman LLP
3100 Wachovia Tower
420 North 20th Street
Birmingham, Alabama 35203
Telephone: (205) 251-3000

Property Indexing Instructions:
Southeast ¼ and Southwest ¼ of
Section 12, Township 2 South, Range 8 West
City of Southaven, County of DeSoto, Mississippi

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made by and among WACHOVIA BANK, NATIONAL ASSOCIATION (such entity, including its successors and assigns herein collectively called "Lender"), KUEHNE + NAGEL INC., a New York corporation with its principal place of business at 22 Spencer Street, Naugatuck, CT 06770 (such entity, including its successors and assigns herein collectively called "Tenant"), and DTC 5A, L.P., a Delaware limited partnership with its principal place of business at 5430 LBJ Freeway, Suite 800, Dallas, TX 75240 (such entity, including its successors and assigns herein collectively called "Borrower").

RECITALS:

A. Lender has made a loan (together with all advances and increases, the "Loan") to Borrower.

B. Borrower, as landlord, and Tenant have entered into a lease dated September 28, 2005 (the "Lease") which leased to Tenant a building of approximately 865,120 square feet, known as Desoto Trade Center, Building 5 (the "Leased Space") located in the Property (defined below).

C. The Loan is or will be secured by a Deed of Trust and Security Agreement recorded or to be recorded in the official records of the County of Desoto, State of Mississippi (together with all advances, increases, amendments or consolidations, the "Mortgage") and the Assignment of Rents and Leases recorded or to be recorded in such official records (together with all amendments or consolidations, the "Assignment"), assigning to Lender the Lease and all rent, additional rent and other sums payable by Tenant under the Lease (the "Rent").

D. The Mortgage encumbers the real property, improvements and fixtures located in Southaven, Desoto County, Mississippi and described on Exhibit A (the "Property").

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IN CONSIDERATION of the mutual agreements contained in this Agreement, Lender and Tenant agree as follows:

1. Subject to the terms and provisions hereof, the lien of the Lease is and will remain subject and subordinate to the lien of the Mortgage and Tenant will not subordinate the Lease to any other lien against the Property without Lender's prior consent.
2. This Agreement constitutes notice to Tenant of the Mortgage and the Assignment and, upon receipt of written notice from Lender, Tenant will pay the Rent as and when due under the Lease to Lender and the payments will be credited against the Rent due under the Lease, without further liability or responsibility therefore to Borrower. Tenant has not reviewed the Mortgage or any other Loan documents and shall not be held accountable to knowing the terms or provisions thereof.
3. Tenant has rights and options to purchase the Property or portions thereof or land adjacent thereto (collectively, the "Purchase Option").
4. Tenant and Lender agree that if Lender exercises its remedies under the Mortgage or the Assignment and if the Lease is then in effect:
 - (a) Lender shall not disturb Tenant's possession to the Property nor terminate or alter its Purchase Option, and Lender will not name Tenant as a party to any judicial or non-judicial foreclosure or other proceeding to enforce the Mortgage unless joinder is required under applicable law, but in such case Lender will not seek affirmative relief against Tenant, the Lease will not be terminated and Tenant's possession of the Leased Space will not be disturbed and the Purchase Option will not be terminated or altered;
 - (b) If Lender or any other entity (a "Successor Landlord") acquires the Property through foreclosure, by other proceeding to enforce the Mortgage or by deed-in-lieu of foreclosure (a "Foreclosure"), Tenant's possession of the Leased Space will not be disturbed and the Lease will continue in full force and effect between Successor Landlord and Tenant and the Purchase Option will not be terminated or altered; and
 - (c) If, notwithstanding the foregoing, the Lease or Purchase Option is terminated as a result of a Foreclosure, a Lease and Purchase Option between Successor Landlord and Tenant will be deemed created, with no further instrument required, on the same terms as the Lease and Purchase Option except that the term of the replacement Lease and Purchase Option will be the then unexpired term of the Lease and Purchase Option. Successor Landlord and Tenant will execute a replacement Lease and Purchase Option at the request of either.
5. Upon Foreclosure, Tenant will recognize and attorn to Successor Landlord as the landlord under the Lease for the balance of the term. Tenant's attornment will be self-operative with no further instrument required to effectuate the attornment except that at Successor Landlord's request, Tenant will execute instruments reasonably satisfactory to Successor Landlord confirming the attornment.
6. Successor Landlord will not be:
 - (a) liable for any act or omission of any prior landlord under the Lease occurring before the date of the Foreclosure except for (i) obligations under Exhibit C of the Lease and with respect to the Purchase Option, defined above and (ii) repair and maintenance obligations of a continuing nature imposed on the landlord under the Lease;

(b) required to credit Tenant with any Rent paid more than one month in advance or for any security deposit unless such Rent or security deposit has been received by Successor Landlord;

(c) bound by any amendment, renewal or extension of the Lease not in writing and signed both by Tenant and Borrower;

(d) bound by any reduction of the Rent unless the reduction is contemplated the Lease or in connection with an extension or renewal of the Lease;

(e) bound by any reduction of the term of the Lease or any termination, cancellation or surrender of the Lease unless the reduction, termination, cancellation or surrender is contemplated by the Lease or otherwise occurred during the last 6 months of the term or was made with Lender's prior consent;

(f) bound by any renewal or extension of the Lease not contemplated in the Lease, unless entered into with Lender's prior consent not to be unreasonably withheld or delayed, and shall be deemed to have been given if Lender fails to respond to a request therefore within ten (10) days after receiving such request. It shall be Borrower's responsibility under this Agreement to obtain Lender's consent for any matter covered by this Agreement. Any document executed by Borrower and Tenant with respect to the Premises shall be deemed to have been approved by Lender, unless Borrower shall have notified Tenant prior to the full execution and delivery thereof that Lender's consent had not yet been obtained.

(g) subject to any credits, offsets, claims, counterclaims or defenses that Tenant may have that arose prior to the date of the Foreclosure or liable for any damages Tenant may suffer as a result of any misrepresentation, breach of warranty or any act of or failure to act by any party other than Successor Landlord except for (i) obligations under Exhibit C of the Lease and with respect to the Purchase Option, defined above and (ii) repair and maintenance obligations of a continuing nature imposed on the landlord under the Lease;

(i) bound by any obligation to make improvements to the Property, including the Leased Space, to make any payment or give any credit or allowance to Tenant provided for in the Lease or to pay any leasing commissions arising out of the Lease, except that Successor Landlord will be bound by all such obligations provided for in the Lease, including without limitation (i) obligations under Exhibit C of the Lease and with respect to the Purchase Option, defined above and (ii) repair and maintenance obligations of a continuing nature imposed on the landlord under the Lease; or

(j) liable for obligations under the Lease with respect to any off-site property or facilities for the use of Tenant (such as off-site leased space or parking) unless Successor Landlord acquires in the Foreclosure the right, title or interest to the off-site property.

All insurance proceeds and condemnation awards which may be made available for or in connection with the Premises or Property pursuant to the terms of the Mortgage shall be made available by the Subsequent Landlord for the repair and restoration thereof as contemplated in the Lease, provided that there is no uncured Event of Default by Tenant thereunder.

7. Lender will have the right, but not the obligation, to cure any default by Borrower, as landlord, under the Lease. Upon becoming aware, Tenant will notify Lender of any default that would entitle Tenant to terminate the Lease and any notice of termination will not be effective unless Tenant has so notified Lender of the default and Lender has had a 30-day cure period (or such longer period as may

be necessary if the default is not susceptible to cure within 30 days) commencing on the latest to occur of the date on which (i) the cure period under the Lease expires; (ii) Lender receives the notice required by this Section; and (iii) Successor Landlord obtains possession of the Property if the default is not susceptible to cure without possession.

8. All notices, requests or consents required or permitted to be given under this Agreement must be in writing and sent by certified mail, return receipt requested or by nationally recognized overnight delivery service providing evidence of the date of delivery, with all charges prepaid, addressed to the appropriate party at the address set forth above.

9. Any claim by Tenant against Successor Landlord under the Lease or this Agreement will be satisfied solely out of Successor Landlord's interest in the Property and Tenant will not seek recovery against or out of any other assets of Successor Landlord to the same as set forth in Section 13.02 of the Lease. Successor Landlord will have no liability or responsibility for any obligations under the Lease that arise subsequent to any transfer of the Property by Successor Landlord, except as set forth in the Lease.

10. This Agreement is governed by and will be construed in accordance with the laws of the state or commonwealth in which the Property is located.

11. Lender and Tenant waive trial by jury in any proceeding brought by, or counterclaim asserted by, Lender or Tenant relating to this Agreement.

12. If there is a conflict between the terms of the Lease and this Agreement, the terms of this Agreement will prevail as between Successor Landlord and Tenant.

13. This Agreement binds and inures to the benefit of Lender and Tenant and their respective successors, assigns, heirs, administrators, executors, agents and representatives.

14. This Agreement contains the entire agreement between Lender and Tenant with respect to the subject matter of this Agreement, may be executed in counterparts that together constitute a single document and may be amended only by a writing signed by Lender and Tenant.

IN WITNESS WHEREOF, Lender and Tenant have executed and delivered this Agreement as of December 15, 2006.

[SIGNATURE PAGES FOLLOW]

LENDER:

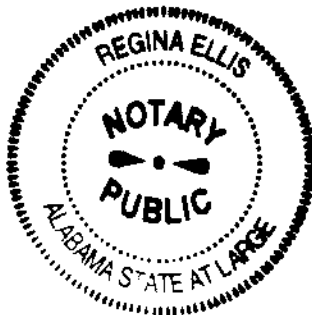
WACHOVIA BANK, NATIONAL ASSOCIATION

By: [Signature]Name: JOHN W. TYSONTitle: VICE PRESIDENTSTATE OF AlabamaCOUNTY OF Jefferson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of ^{February} ~~January~~, 2006, within my jurisdiction, the within named John W. Tyson who acknowledged to me that (s)he is Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION, and as the act and deed of WACHOVIA BANK, NATIONAL ASSOCIATION, (s)he executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

Regina H. Ellis

Notary Public in and for the

State of AlabamaMy commission expires: 9/30/09

TENANT:

KUEHNE + NAGEL INC.,
a New York corporation

By: John Frick
Name: John Frick
Title: SVP - Administration

STATE OF Connecticut

COUNTY OF New Haven

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd day of January, 2006, within my jurisdiction, the within named John Frick, who acknowledged to me that (s)he is Sr. V.P. Admin of KUEHNE + NAGEL INC., a New York corporation, and as the act and deed of KUEHNE + NAGEL INC., a New York corporation, (s)he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Patricia O. Palmer
Notary Public in and for the
State of CT
My commission expires: Dec 31, 2007

PATRICIA O. PALMER
NOTARY PUBLIC
My Commission Expires Dec 31, 2007

BORROWER:

DTC 5A, L.P.,
a Delaware limited partnership

By: DTC 5A GP, LLC,
a Delaware limited liability company,
its general partner

By: Dewitt T. Hicks III
Name: DEWITT T. HICKS III
Executive Vice President

STATE OF TEXAS

COUNTY OF DALLAS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of January, 2006, within my jurisdiction, the within named DEWITT T. HICKS III, who acknowledged to me that (s)he is an Executive Vice President of DTC 5A GP, LLC, a Delaware limited liability company and general partner of DTC 5A, L.P., a Delaware limited partnership, and as the act and deed of DTC 5A GP, LLC as general partner of DTC 5A, L.P., (s)he executed the above and foregoing instrument, after first having been duly authorized by said limited liability companies so to do.



Maria H. Long
Notary Public in and for the
State of Texas

My commission expires: 2-4-2009

EXHIBIT ALegal Description

Lot 5, Road A, Road B, Road B Expansion and Pepper Chase South

Commencing at a buggy axle found at the recognized and accepted Southwest corner of Section 12, Township 2 South, Range 8 West in the City of Southaven, Desoto County, Mississippi; thence North 89 Degrees 56 Minutes 19 Seconds East with the south line of said Section 12 a distance of 1651.80 feet to a point in the east line of Revised, Phase I, Trinity Lakes PUD as recorded in Plat Book 73 Pages 32-34 (found iron pin 0.4 feet south), said point being the true point of beginning; thence North 05 Degrees 01 Minutes 51 Seconds West with said east line a distance of 585.41 feet to an iron pin set at an angle point in said east line; thence North 15 Degrees 18 Minutes 48 Seconds West with said east line a distance of 168.69 feet to an iron pin set on a curve in the south line of Lakemont Drive (50 foot right of way); thence northeastwardly along a curve to the right having a radius of 575.00 feet with the south line of Lakemont Drive a distance of 9.93 feet (chord = North 75 Degrees 15 Minutes 27 Seconds East 9.93 feet, Delta = 00 Degrees 59 Minutes 22 Seconds) to an iron pin set in an east line of said Revised, Phase I, Trinity Lakes PUD; thence North 20 Degrees 20 Minutes 22 Seconds West with said east line a distance of 247.99 feet to a point; thence South 89 Degrees 58 Minutes 06 Seconds East a distance of 1130.86 feet to a point; thence North 45 Degrees 01 Minutes 54 Seconds East a distance of 28.28 feet to a point; thence North 00 Degrees 01 Minutes 54 Seconds East a distance of 1131.04 feet to a point of curvature; thence northeastwardly along a curve to the right having a radius of 859.00 feet a distance of 173.66 feet (chord = North 05 Degrees 49 Minutes 23 Seconds East 173.36 feet, Delta = 11 Degrees 34 Minutes 59 Seconds) to a point of tangency; thence North 11 Degrees 36 Minutes 53 Seconds East a distance of 70.70 feet to a point on curve in the south line of South Road; thence southeastwardly along said curve with the southwest line of South Road a distance of 68.02 feet (chord = South 78 Degrees 23 Minutes 07 Seconds East 68.00 feet, Delta = 04 Degrees 32 Minutes 13 Seconds) to a point; thence South 11 Degrees 36 Minutes 53 Seconds West a distance of 70.70 feet to a point of curvature; thence southwestwardly along a curve to the left having a radius of 791.00 feet a distance of 159.91 feet (chord = South 05 Degrees 49 Minutes 23 Seconds West 159.64 feet, Delta = 11 Degrees 34 Minutes 59 Seconds) to a point of tangency; thence South 00 Degrees 01 Minutes 54 Seconds West a distance of 1131.04 feet to a point; thence South 44 Degrees 58 Minutes 06 Seconds East a distance of 28.28 feet to a point; thence South 89 Degrees 58 Minutes 06 Seconds East a distance of 1567.04 feet to a point; thence North 41 Degrees 02 Minutes 02 Seconds East a distance of 26.24 feet to a point; thence South 89 Degrees 58 Minutes 06 Seconds East a distance of 68.67 feet to a point in the west line of Interstate I-55 (right of way varies); thence South 07 Degrees 57 Minutes 50 Seconds East with the west line of Interstate I-55 a distance of 1005.75 feet to an iron pin found in the north line of the College Road Land Co., Inc. property as described in Book 375 Page 186, said iron pin being the in the south line of said Section 12; thence South 89 Degrees 56 Minutes 19 Seconds West with said north line a distance of 68.65 feet to a point; thence North 07 Degrees 57 Minutes 50 Seconds West a distance of 897.19 feet to a point; thence North 48 Degrees 57 Minutes 58 Seconds West a distance of 30.19 feet to a point; thence North 89 Degrees 58 Minutes 06 Seconds West a distance of 665.25 feet to a point; thence South 00 Degrees 03 Minutes 41 Seconds East a distance of 909.60 feet to a point in the north line of the College Road Land Co., Inc. property as described in Book 375 Page 186, said point being the in the south line of said Section 12; thence South 89 Degrees 56 Minutes 19 Seconds West with said north line a distance of 1978.66 feet point of beginning and containing 50.60 acres.